

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY

DAIMLER AG,)	Case No. 2:16-cv-01993-CCC-MF
)	
<i>Plaintiff,</i>)	
)	
v.)	
)	
ONYX ENTERPRISES INT'L)	
CORP. D/B/A CARID.COM,)	
)	
<i>Defendant.</i>)	
_____)	

CONSENT ORDER OF DISMISSAL

Pursuant to the Stipulated Motion For Dismissal of All Claims and Counterclaims in this case filed on behalf of Daimler AG (“Daimler”) and Onyx Enterprises Int’l Corp. (“Onyx”), who have agreed to the terms of a Settlement Agreement, effective 12/16, 2016 (the “Settlement Agreement”), and to entry of this order of dismissal, and the Court being of the opinion that said motion should be GRANTED, it is hereby ORDERED, ADJUDGED AND DECREED that judgment be entered as follows:

1. This Court has jurisdiction over the subject matter of this action, and has *in personam* jurisdiction over Onyx and Daimler.
2. Onyx hereby acknowledges and agrees that U.S. Design Patent No. D569,776, U.S. Design Patent No. D570,760, and U.S. Design Patent No. D542,211 (collectively, the “DAIMLER Patents”) are each valid and enforceable.

3. Onyx hereby acknowledges Daimler's rights in and to the trademarks alleged in the Complaint, including its rights in: U.S. Trademark Reg. No. 657,386; U.S. Trademark Reg. No. 2,876,643, U.S. Trademark Reg. No. 3,259,691, U.S. Trademark Reg. No. 285,557, U.S. Trademark Reg. No. 41,127, U.S. Trademark Reg. No. 2,909,827, U.S. Trademark Reg. No. 2,712,292, U.S. Trademark Reg. No. 2,028,111, U.S. Trademark Reg. No. 2,699,216, U.S. Trademark Reg. No. 2,716,842, U.S. Trademark Reg. No. 2,599,862, U.S. Trademark Reg. No. 2,028,107, U.S. Trademark Reg. No. 4,669,601, U.S. Trademark Reg. No. 3,103,610, U.S. Trademark Reg. No. 2,028,112, U.S. Trademark Reg. No. 3,100,860, U.S. Trademark Reg. No. 2,026,254, U.S. Trademark Reg. No. 2,815,926, and U.S. Trademark Reg. No. 3,221,423 (collectively, the "DAIMLER Marks"), and that the DAIMLER Marks are each valid and enforceable. Onyx agrees that it will not contest, or assist in the contest of, the validity or enforceability of the DAIMLER Patents and the DAIMLER Marks, in any forum, including Federal Courts, United States Patent and Trademark Office, and/or the United States International Trade Commission.

4. Onyx is hereby enjoined from purchasing, selling, distributing, and marketing in the United States, and importing into the United States, automotive wheels that Daimler alleged in the Complaint infringe the DAIMLER Patents and/or the DAIMLER Marks.

5. Onyx shall not use in commerce in the U.S. any of the DAIMLER Marks or marks that reasonably may be deemed to be confusingly similar to the DAIMLER Marks in connection with automotive wheels or any goods and services related to automotive wheels.


6. Daimler and Onyx shall each bear their own costs and expenses, including attorneys' fees, arising out of this case. This judgment shall be effective and enforceable to the fullest extent possible under the laws of the United States.

7. This Court shall retain jurisdiction of this action to enforce this judgment and the Settlement Agreement.

8. This judgment shall be effective and enforceable to the fullest extent possible under the laws of the United States.

IT IS SO ORDERED.

Dated: December 14, 2016

By: 

Honorable Claire C. Cecchi
United States District Court Judge